

Waiver of Liability and Hold Harmless Agreement

1. In consideration for the granting of site access to any and all properties owned by the Cleveland Metropolitan School District (hereinafter the "properties") for review and inspection (hereinafter "the activity"), I hereby release, waive, discharge and covenant not to sue the Cleveland Metropolitan School District, its officers, agents, servants, and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.

2. I am fully aware of the risks involved and hazards connected with the activity including but not limited to the potential exposure to asbestos and other harmful agents, the instability of the properties that may not support the weight of me and those who may be in the party conducting the activity, and I recognize and am aware that other professional entities may have deemed the properties as unsafe to enter and knowing all this I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of releasees or otherwise. I further agree that I will provide all appropriate equipment in order to participate in the activity and if I do not provide the appropriate equipment that I will hold the releasees harmless for my failure to do so.

3. I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of releasees or otherwise.

4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse and my employer, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio.

5. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Print Name

Print Name of Building Toured

Signature

Date